



DEPARTMENT OF COMMERCE

International Trade Administration

[A-357-825]

White Grape Juice Concentrate from Argentina: Suspension of Antidumping Duty

Investigation

AGENCY: Enforcement and Compliance, International Trade Administration, Department of Commerce.

SUMMARY: The U.S. Department of Commerce (Commerce) has suspended the antidumping duty investigation on white grape juice concentrate (WGJC) from Argentina. The basis for this action is an agreement between Commerce and signatory producers/exporters accounting for substantially all imports of WGJC from Argentina, wherein each signatory producer/exporter has agreed to revise its prices to eliminate completely the injurious effects of exports of the subject merchandise to the United States.

DATES: Applicable March 17, 2023.

FOR FURTHER INFORMATION CONTACT: Sally C. Gannon or David Cordell, Bilateral Agreements Unit, Enforcement and Compliance, International Trade Administration, U.S.

Department of Commerce, 1401 Constitution Avenue, NW, Washington, DC, 20230; telephone: (202) 482-0162 or (202) 482-0408, respectively.

SUPPLEMENTARY INFORMATION:

Background

On April 20, 2022, Commerce initiated an antidumping duty investigation under section 732 of the Tariff Act of 1930, as amended (the Act), to determine whether imports of WGJC from Argentina are being, or are likely to be, sold in the United States at less than fair value

(LTFV).¹ On May 16, 2022, the U.S. International Trade Commission (ITC) notified Commerce of its affirmative preliminary injury determination. On November 3, 2022, Commerce preliminarily determined that WGCJ from Argentina is being, or is likely to be, sold in the United States at LTFV, as provided in section 733 of the Act, and postponed the final determination in the investigation until no later than 135 days after the date of publication of the *Preliminary Determination* in the *Federal Register*.²

On December 21, 2022, Commerce issued a letter that formally opened consultations with Federación de Cooperativas Vitivinícolas Argentinas Coop. Ltda (Fecovita) and any other producers/exporters of WGJC from Argentina with respect to a possible antidumping duty suspension agreement under section 734(c) of the Act.³ Since that time, Commerce has continued to negotiate with representatives of the Argentine producers/exporters and, in parallel, has continually consulted with the petitioner, Delano Growers Grape Products.

On February 13, 2023, Commerce and representatives of certain producers/exporters initialed a proposed agreement to suspend the antidumping duty investigation on WGJC from Argentina. Consistent with section 734(e) of the Act, Commerce notified the petitioner and the other parties, released the initialed draft agreement to the interested parties, and invited interested parties to provide written comments on the draft suspension agreement by no later than the close of business on March 13, 2023.⁴ Consistent with 734(e)(1) of the Act, Commerce consulted with the petitioner concerning its intention to suspend the antidumping duty investigation on WGJC from Argentina. Commerce also notified the ITC of the proposed agreement,⁵ consistent with 734(e)(1) of the Act, and released a draft statutory memorandum explaining how the agreement

¹ See *White Grape Juice Concentrate from Argentina: Initiation of Less-Than-Fair-Value Investigation*, 87 FR 24934 (April 27, 2022).

² See *White Grape Juice Concentrate from Argentina: Preliminary Affirmative Determination of Sales at Less Than Fair Value, Postponement of Final Determination, and Extension of Provisional Measures*, 87 FR 66269 (November 3, 2022) (*Preliminary Determination*).

³ See Commerce's Letter, "Consultations on Potential Agreement Suspending the Antidumping Duty (AD) Investigation on White Grape Juice Concentrate from Argentina," dated December 21, 2022.

⁴ See Commerce's Letter, "Draft Agreement Suspending the Antidumping Duty Investigation on White Grape Juice Concentrate from Argentina," dated February 13, 2023.

⁵ See Commerce's Letter, "Initialed Draft Suspension Agreements," dated February 14, 2023.

will be implemented and enforced, and how the agreement will meet the applicable statutory requirements, consistent with section 734(e)(2) of the Act.⁶ Commerce received comments from the petitioner and the mandatory respondents, Fecovita and Cepas Argentinas S.A. (Cepas), by the March 13, 2023, deadline.⁷

On March 17, 2023, Commerce and representatives of the signatory producers/exporters accounting for substantially all imports of WGJC from Argentina signed the Agreement Suspending the Antidumping Duty Investigation on White Grape Juice Concentrate from Argentina (AD Agreement), attached hereto.

Scope of Agreement

See Section I, Product Coverage, of the AD Agreement.

Suspension of Investigation

Commerce consulted with the Argentine WGJC producers/exporters and the petitioner and has considered the comments submitted by interested parties with respect to the draft suspension agreement. In accordance with section 734(c) of the Act, we have determined that extraordinary circumstances are present in this case, as defined by section 734(c)(2) of the Act.

The AD Agreement provides that, in accordance with 734(c)(1) of the Act, the subject merchandise will be sold at or above the established reference price and, for each entry of each exporter, the amount by which the estimated normal value exceeds the export price (or the constructed export price) will not exceed 15 percent of the weighted-average amount by which the estimated normal value exceeded the export price (or the constructed export price) for all less-than-fair-value entries of the producer/exporter examined during the course of the investigation. We have determined that the AD Agreement will eliminate completely the injurious effect of exports to the United States of the subject merchandise and prevent the

⁶ *See* Commerce's Letter, "Draft Agreement Suspending the Antidumping Duty Investigation on White Grape Juice Concentrate from Argentina: Assessment of Statutory Requirements Memorandum," dated February 14, 2023.

⁷ *See* Petitioner's Letter, "Comments in support of the Suspension Agreements in the Anti-dumping and Countervailing duty of White Grape Juice Concentrate (WGJC) from Argentina," dated March 13, 2023; *see also* Cepas and Fecovita's Letter, "Comments on Draft Suspension Agreements on Behalf of Exporters of White Grape Juice Concentrate from Argentina," dated March 13, 2023.

suppression or undercutting of price levels of domestic WGJC by imports of that merchandise from Argentina, as required by section 734(c)(1) of the Act. We have also determined that the AD Agreement is in the public interest and can be monitored effectively, as required under section 734(d) of the Act.

For the reasons outlined above, we find that the AD Agreement meets the criteria of section 734(c) and (d) of the Act.

The AD Agreement, signed March 17, 2023, is attached to this notice.

International Trade Commission

In accordance with section 734(f) of the Act, Commerce has notified the ITC of the AD Agreement.

Suspension of Liquidation

The suspension of liquidation ordered in the *Preliminary Determination* shall continue to be in effect, subject to section 734(h)(3) of the Act.⁸ Section 734(f)(2)(B) of the Act provides that Commerce may adjust the security required to reflect the effect of the AD Agreement. Commerce has found that the AD Agreement eliminates completely the injurious effects of imports and, thus, Commerce is adjusting the security required from signatory producers/exporters to zero. The security rates in effect for imports from any non-signatory producers/exporters remain as published in the *Preliminary Determination*. If there is no request for review of suspension under section 734(h) of the Act, or if the ITC conducts such a review and finds that the injurious effect of imports of the subject merchandise is eliminated completely by the AD Agreement, Commerce will terminate the suspension of liquidation of all entries of WGJC from Argentina and refund any cash deposits collected on entries of WGJC from Argentina consistent with section 734(h)(3) of the Act.

Notwithstanding the AD Agreement, Commerce will continue the investigation if it receives such a request within 20 days after the date of publication of this notice in the *Federal*

⁸ See *Preliminary Determination*, 87 FR at 66271.

Register, in accordance with section 734(g) of the Act. Pursuant to Section III of the AD Agreement, if Argentine producers/exporters accounting for a significant proportion of exports of WGJC from Argentina request continuation of the antidumping duty investigation, Commerce retains the right to modify or terminate this AD Agreement. Commerce may also modify or terminate the AD Agreement if the Government of Argentina requests continuation of the countervailing duty investigation on WGJC from Argentina.

Administrative Protective Order Access

The Administrative Protective Order (APO) Commerce granted in the investigation segment of this proceeding remains in place. While the investigation is suspended, parties subject to the APO may retain, but may not use, information received under that APO. All parties wishing access to business proprietary information submitted during the administration of the AD Agreement must submit new APO applications in accordance with Commerce's regulations currently in effect.⁹ An APO for the administration of the AD Agreement will be placed on the record within five days of the date of publication of this notice in the *Federal Register*.

We are issuing and publishing this notice in accordance with section 734(f)(1)(A) of the Act and 19 CFR 351.208(g)(2).

Dated: March 17, 2023.

Lisa W. Wang,
Assistant Secretary for Enforcement and Compliance.

⁹ See section 777(c)(1) of the Act; *see also* 19 CFR 351.103, 351.304, 351.305, and 351.306.

AGREEMENT SUSPENDING THE ANTIDUMPING DUTY INVESTIGATION ON WHITE GRAPE JUICE CONCENTRATE FROM ARGENTINA

Pursuant to the requirements of section 734(c) of the Tariff Act of 1930, as amended (the Act) and 19 CFR 351.208, and in satisfaction of the requirements of those provisions, the U.S. Department of Commerce (Commerce) and the signatory producers and exporters of White Grape Juice Concentrate (WGJC) from Argentina (collectively, the Signatories) enter into this agreement suspending the antidumping duty investigation on WGJC from Argentina (AD Agreement).

I. Product Coverage

The merchandise covered by this AD Agreement is WGJC with a Brix level of 65 to 68, whether in frozen or non-frozen forms. WGJC is concentrated grape juice produced from grapes of the *Vitis vinifera* L. species with a white flesh, including fresh market table grapes and raisin grapes (*e.g.*, Thompson Seedless), as well as several varieties of wine grapes (*e.g.*, Chardonnay, Chenin Blanc, Sauvignon Blanc, Colombard, *etc.*). The scope of this AD Agreement covers WGJC regardless of whether it has been certified as kosher, organic, or organic kosher. The WGJC subject to this AD Agreement consists of 100 percent grape juice with no other types of juice intermixed and no additional sugars or additives included. The scope does not cover WGJC produced from grapes of the *Vitis labrusca* species (*e.g.*, Niagara). The products covered by this AD Agreement are currently classified under the following Harmonized Tariff Schedule of the United States (HTSUS) subheadings: 2009.69.0040 and 2009.69.0060. The HTSUS subheadings and specifications are provided for convenience and customs purposes; the written description of the scope is dispositive.

II. Definitions

For purposes of the AD Agreement, the following definitions apply:

- A. “Adjustment Mechanism” is the means by which the Reference Price(s) may change as described in Appendix I.
- B. “Anniversary Month” means the month in which the AD Agreement becomes effective.
- C. “Argentina” means the customs territory of Argentina and foreign trade zones located within the territory of Argentina.
- D. “Consignment Sales” means arrangements in which a seller (“consignor”) exports goods to an entity (“consignee”) in the United States, which takes custody and holds the goods without taking title to the goods. The consignee then either purchases the goods or sells the goods to a third party. The sale is considered to occur at the time at which the purchase (either by the consignee or the third party) occurs. The goods are not sold to the consignee or to the third-party buyer until after importation into the United States.
- E. “Date of Export” means the date on which the product is exported from Argentina to the United States.
- F. “Effective Date” means the date on which Commerce and the Signatories sign the AD Agreement.

G. Quarter--means the relevant calendar quarter, consistent with the following schedule:

- First Quarter--April 1-June 30
- Second Quarter--July 1-September 30
- Third Quarter--October 1-December 31
- Fourth Quarter-- January 1-March 31

H. “Interested Party” means any person or entity that meets the definitions provided in section 771(9) of the Act.

I. “Reference Price” means the minimum price at which merchandise subject to this AD Agreement can be sold in the United States.

J. “Substantially all” of the subject merchandise means not less than 85 percent by value or volume.

K. “United States” means the customs territory of the United States of America (the 50 States, the District of Columbia, and Puerto Rico) and foreign trade zones located within the territory of the United States.

L. “Violation” means noncompliance with the terms of the AD Agreement, whether through an act or omission, except for noncompliance that is inconsequential or inadvertent and does not materially frustrate the purposes of the AD Agreement.

M. “White Grape Juice Concentrate,” or “WGJC,” means the product described in Section I, “Product Coverage,” of the AD Agreement.

Any term or phrase not defined by this section shall be defined using either a definition provided in the Act for that term or phrase, or the plain meaning of that term, as appropriate.

III. Suspension of Investigation

As of the Effective Date, in accordance with section 734(c) of the Act and 19 CFR 351.208, Commerce will suspend its antidumping duty investigation on WGJC from Argentina initiated on April 20, 2022, subject to the terms and provisions set out below.¹⁰

The Argentine producers/exporters of WGJC from Argentina and the Government of Argentina have indicated they will not exercise the right to request continuation of the antidumping duty or countervailing duty investigations, respectively, on WGJC from Argentina. If Argentine producers/exporters accounting for a significant proportion of exports of WGJC from Argentina request continuation of the antidumping duty investigation, Commerce retains the right to modify or terminate this AD Agreement. Commerce may also modify or terminate the AD Agreement if the Government of Argentina requests continuation of the countervailing duty investigation on WGJC from Argentina.

IV. U.S. Import Coverage

In accordance with section 734(c)(1) of the Act, the Signatories are the producers and exporters in Argentina which account for substantially all of the subject merchandise imported

¹⁰ See *White Grape Juice Concentrate from Argentina: Initiation of Less-Than-Fair-Value Investigation*, 87 FR 24934 (April 27, 2022).

into the United States, within the meaning of 19 CFR 351.208(c). Commerce may at any time during the period of the AD Agreement require additional producers/exporters in Argentina to accede to the AD Agreement to ensure that not less than substantially all imports into the United States are subject to this AD Agreement.

V. Statutory Conditions for the AD Agreement

In accordance with section 734(c)(2) of the Act, Commerce has determined that extraordinary circumstances are present in this investigation because the suspension of the investigation will be more beneficial to the domestic industry than the continuation of the investigation and the investigation is complex.

In accordance with section 734(d) of the Act, Commerce has determined that the suspension of the investigation is in the public interest and that effective monitoring of the AD Agreement by the United States is practicable. Section 734(a)(2)(B) of the Act provides that the public interest includes the relative impact on consumer prices and the availability of supplies of the merchandise, the relative impact on the international economic interests of the United States, and the relative impact on the competitiveness of the domestic industry producing the like merchandise, including any such impact on employment and investment in that industry. Accordingly, if a domestic producer requests an administrative review of the status of, and compliance with, the AD Agreement, Commerce will take these factors into account in conducting that review. If Commerce finds that the AD Agreement is not working as intended in this regard, Commerce will explore all appropriate measures, including renegotiation of the terms of the AD Agreement to resolve the problem or measures under section 751(d)(1) of the Act.

VI. Price Undertaking

Each Signatory individually agrees that, to prevent price suppression or undercutting, it will not sell in the United States, on or after the Effective Date, WGJC at prices that are less than the Reference Prices, as established in Appendix I.

Each Signatory individually agrees that for each entry the amount by which the estimated normal value exceeds the export price (or the constructed export price) will not exceed 15 percent of the weighted-average amount by which the estimated normal value exceeded the export price (or constructed export price) for all less-than-fair-value entries of the producer/exporter examined during the course of the investigation, in accordance with the Act and Commerce's regulations and procedures, including but not limited to the calculation methodologies described in Appendix II.

VII. Monitoring of the AD Agreement

A. Import Monitoring

1. Commerce will monitor entries of WGJC from Argentina to ensure compliance with Section VI of this AD Agreement.
2. Commerce will review publicly available data and other official import data, including, as appropriate, records maintained by U.S. Customs and Border Protection (CBP), to determine whether there have been imports that are inconsistent with the provisions of this AD Agreement.

B. Compliance Monitoring

1. Commerce may require, and each Signatory agrees to provide confirmation through documentation provided to Commerce, that the price received on any sale subject to this AD Agreement was not less than the established Reference Prices. Commerce may require that such documentation be provided and be subject to verification.
2. Commerce may require, and each Signatory agrees to report in the prescribed format and using the prescribed method of data compilation, each sale of WGJC, either directly or indirectly to unrelated purchasers in the United States, including each adjustment applicable to each sale, as specified by Commerce. The information to be reported may include, for example, sales value (Ex Works), unit price, invoice price, date of sale, sales order number(s), importer of record, trading company, customer, customer relationship, destination, as well as any other information deemed by Commerce to be relevant. Each Signatory agrees to permit review and on-site inspection of all information deemed necessary by Commerce to verify the reported information.
3. Commerce may initiate administrative reviews under section 751(a) of the Act in the month immediately following the Anniversary Month, upon request or upon its own initiative, to ensure that exports of WGJC from Argentina satisfy the requirements of sections 734(c)(1)(A) and (B) of the Act. Commerce may conduct administrative reviews under sections 751(b) and (c) of the Act, and reviews regarding prevention of circumvention under section 781 of the Act, as appropriate. Commerce may perform verifications pursuant to administrative reviews conducted under section 751 of the Act.
4. At any time it deems appropriate, and without prior notice, Commerce will conduct verifications of persons or entities handling Signatory merchandise to determine whether they are selling Signatory merchandise in accordance with the terms of this AD Agreement. Commerce will also conduct verifications at locations and times it deems appropriate to ensure compliance with the terms of this AD Agreement.

C. Shipping and Other Arrangements

1. The Reference Prices are expressed in U.S. Dollars (\$) per Gallon, for WGJC from Argentina, in accordance with Appendix I. All Reference Prices are on the basis of Ex Works Argentina (*i.e.*, from the Argentine production facility, packed for shipment to the United States) (for example, Ex Works Mendoza or Ex Works San Juan, Argentina). The Reference Prices include all expenses for WGJC incurred prior to shipment from the Argentine production facility. In accordance with the terms of sale, the final sales price to the first unaffiliated U.S. customer for all WGJC from Argentina exported directly, or indirectly through a third country, to the United States shall include all relevant movement and handling expenses beyond the point of departure from the Argentine production facility and in excess of the Reference Price, *i.e.*, the Ex Works Argentina price. The

Reference Prices may be adjusted by means of the Adjustment Mechanism described in Appendix I.

2. Signatories agree not to sell WGJC from Argentina in the United States by means of Consignment Sales, as defined in Section II.D.
3. Signatories agree not to take any action that would circumvent or otherwise evade, or defeat the purpose of, this AD Agreement.¹¹ Signatories agree to undertake any measures that will help to prevent circumvention.
4. Not later than 30 days after the end of each Quarter, each Signatory will submit a written statement to Commerce certifying that all sales during the most recently completed Quarter were at net prices, after rebates, discounts, or other adjustments, at or above the Reference Prices in effect and were not part of or related to any act or practice which would have the effect of hiding the real price of the WGJC being sold. Further, each Signatory will certify in this same statement that all sales made during the relevant Quarter were not part of or related to any bundling arrangement, discounts/free goods/financing package, swap or other exchange where such arrangement is designed to circumvent the basis of the AD Agreement. Each Signatory will also include the quantity and value of sales and, separately, of shipments during the most recently completed Quarter. Each Signatory that did not export WGJC to the United States during any given Quarter will submit a written statement to Commerce certifying that it made no sales to the United States during the most recently completed Quarter. Each Signatory agrees to permit full verification of its certification as Commerce deems necessary. Failure to provide a quarterly certification may be considered a Violation of the AD Agreement.

D. Rejection of Submissions

Commerce may reject: (1) any information submitted after the deadlines set forth in this AD Agreement; (2) any submission that does not comply with the filing, format, translation, service, and certification of documents requirements under 19 CFR 351.303; (3) submissions that do not comply with the procedures for establishing business proprietary treatment under 19 CFR 351.304; and (4) submissions that do not comply with any other applicable regulations, as appropriate. If information is not submitted in a complete and timely fashion or is not fully verifiable, Commerce may use facts otherwise available for the basis of its decision, as it determines appropriate, consistent with section 776 of the Act.

E. Consultations

1. Compliance Consultations
 - a. When Commerce identifies, through import or compliance monitoring or otherwise, that sales may have been made at prices inconsistent with Section VI of this AD Agreement, or that the sales are otherwise in circumvention of this AD Agreement, Commerce will notify each Signatory which it believes is responsible or, if applicable, notify the Signatory's representative. Commerce

¹¹ Signatories agree that shipping to the United States WGJC from Argentina with a Brix level from over 68 up to and including 70 could constitute circumvention of this AD Agreement.

will consult with each such party for a period of up to 60 days to establish a factual basis regarding sales that may be inconsistent with Section VI of this AD Agreement.

- b. During the consultation period, Commerce will examine any information that it develops or which is submitted, including information requested by Commerce under any provision of this AD Agreement.
- c. If Commerce is not satisfied at the conclusion of the consultation period that sales by such Signatory are being made in compliance with Section VI of this AD Agreement, or that the sales are not circumventing this AD Agreement, Commerce may evaluate under section 351.209 of its regulations, or section 751 of the Act, whether this AD Agreement is being violated, as defined in Sections II.L and VIII of this AD Agreement, by such Signatory.
- d. These compliance consultation provisions do not limit Commerce's ability to make an immediate determination under section 351.209(b) of its regulations when it determines that a Signatory has violated the AD Agreement.

If Commerce concludes that sales by a Signatory have been made at prices inconsistent with Section VI of this AD Agreement, or that sales are circumventing the AD Agreement, Commerce shall take action, as warranted. The provisions of this section do not supersede the provisions of paragraphs VIII.A-VIII.C if Commerce determines that the entries were made at prices inconsistent with Section VI of this AD Agreement.

2. Operations Consultations

Commerce will consult with the Signatories regarding the operation of this AD Agreement. Commerce or the Signatories, collectively, may request such consultations at any time, except for consultations to revise the Reference Prices which must be requested in accordance with the "Adjustment Mechanism" described in Appendix I.

VIII. Violations of the AD Agreement

- A. If Commerce determines that a Violation of the AD Agreement has occurred or that the AD Agreement no longer meets the requirements of section 734(c) or (d) of the Act, Commerce shall take action it determines appropriate under section 734(i) of the Act and section 351.209 of Commerce's regulations.
- B. Pursuant to section 734(i) of the Act, Commerce will refer to CBP any Violations of the AD Agreement that appear to be intentional. Any person who intentionally commits a Violation of the AD Agreement shall be subject to a civil penalty assessed in the same amount, in the same manner, and under the same procedures as the penalty imposed for a fraudulent violation of section 592(a) of the Act. A fraudulent violation of section 592(a) of the Act is punishable by a civil penalty in an amount not to exceed the domestic value of the merchandise. For purposes of the AD Agreement, the domestic value of the merchandise will be deemed to be not less than the Reference Prices, as the Signatories agree to not sell the subject merchandise at prices that are less than the Reference Prices and to ensure that sales of the subject

merchandise are made consistent with the terms of the AD Agreement, including Section VI.

- C. In addition, Commerce will examine the activities of Signatories and any other party to a sale subject to the AD Agreement to determine whether any activities conducted by any party aided or abetted another party's Violation of the AD Agreement. If any such parties are found to have aided or abetted another party's Violation of the AD Agreement, they shall be subject to the same civil penalties described in Section VIII.B above. Signatories to this AD Agreement consent to release of all information presented to or obtained by Commerce during the conduct of verifications to CBP.
- D. Examples of activities which Commerce may deem to be Violations of the AD Agreement include:
 - 1. Sales that are at net prices (after rebates, back-billing, discounts, and other claims) that are below the Reference Prices.
 - 2. Any act or practice which would have the effect of hiding the real price of the WGJC being sold.
 - 3. Any other material violation or breach, as determined by Commerce.

IX. Disclosure and Comment

This section provides the terms for disclosure and comment following consultations or during segments of the proceeding not involving a review under section 751 of the Act.

- A. Commerce may make available to representatives of each Interested Party, pursuant to and consistent with 19 CFR 351.304-351.306, any business proprietary information submitted to and/or collected by Commerce pursuant to Section VII of this AD Agreement, as well as the results of Commerce's analysis of that information.
- B. If Commerce proposes to revise the Reference Price(s) as a result of consultations under Section VII.E.2, Commerce shall provide disclosures pursuant to the Adjustment Mechanism in Appendix I of this AD Agreement.
- C. The Signatories and any other Interested Party shall file all communications and other submissions via Commerce's Antidumping and Countervailing Duty Centralized Electronic Service System (ACCESS), which is available to registered users at <https://access.trade.gov> and to all parties at the following address:

U.S. Department of Commerce
Central Records Unit, Room B8024
1401 Constitution Ave., NW
Washington, D.C. 20230

Such communications and submissions shall be filed consistent with the requirements provided in 19 CFR 351.303.

X. Duration of the AD Agreement

- A. This AD Agreement has no scheduled termination date. Termination of the suspended investigation shall be considered in accordance with the five-year review provisions of section 751(c) of the Act, and section 351.218 of Commerce's regulations.
- B. An individual Signatory may withdraw from this AD Agreement at any time. The Signatory's withdrawal shall be effective no later than 60 days after the date written notice of withdrawal is provided to Commerce.
- C. Commerce or the Signatories, collectively, may withdraw from this AD Agreement at any time. Termination of the AD Agreement shall be effective no later than 60 days after the date the written notice of withdrawal is provided to the Signatories or Commerce, respectively.
- D. Upon termination of the AD Agreement, Commerce shall follow the procedures outlined in section 734(i)(1) of the Act.

XI. Other Provisions

- A. Upon request, Commerce will advise any Signatory of Commerce's methodology for calculating its export price (or constructed export price) and normal value in accordance with the Act and Commerce's regulations and procedures, including but not limited to, the calculation methodologies described in Appendix II of this AD Agreement.
- B. By entering into the AD Agreement, the Signatories do not admit that exports of WGJC from Argentina are having or have had an injurious effect on WGJC producers in the United States, have caused the suppression or undercutting of price, or have been sold at less than fair value.
- C. As of the Effective Date, Commerce shall instruct CBP to refund any cash deposits collected as a result of the antidumping duty investigation on WGJC from Argentina. Commerce shall instruct CBP to terminate the suspension of liquidation consistent with section 734(f)(2)(B) of the Act.

For the U.S. Department of Commerce:

Ryan Majerus
Deputy Assistant Secretary
for Policy & Negotiations
Enforcement and Compliance

March 17, 2023
Date

For the Argentine Signatory Producers and Exporters:

The following parties hereby certify that the following producers/exporters of WGJC from Argentina, which have authorized the undersigned to sign this AD Agreement on their behalf, agree to abide by all terms of the AD Agreement:

David Townsend
Counsel for Allub Hermanos S.R.L.; Cepas Argentinas S.A.; Enav S.A.; Jugos Australes S.A.; Jugos Y Vinos Andinos S.A.; Juiar S.A.; Mosto Mat S.A.; Recoletto S.A.; and Viña Montpellier S.A.

March 17, 2023
Date

Gregory J. Spak
Counsel for Federación de Cooperativas Vitivinícolas Argentinas Coop. Ltda

March 17, 2023
Date

APPENDIX I – Agreement Suspending the Antidumping Duty Investigation on White Grape Juice Concentrate from Argentina – Reference Prices

Consistent with the requirements of section 734(c) of the Act, to eliminate completely the injurious effect of exports to the United States and to prevent the suppression or undercutting of price levels of domestic WGJC, the Reference Prices are as follows:

The Ex Works Argentina (*i.e.*, from the Argentine production facility, packed for shipment to the United States) Reference Prices for WGJC are:

- U.S. \$7.40 per gallon for Standard WGJC;¹²
- U.S. \$8.40 per gallon for Organic Standard WGJC;
- U.S. \$9.40 per gallon for Kosher WGJC; and
- U.S. \$11.40 per gallon for Organic Kosher WGJC.

The Reference Prices include all expenses incurred prior to shipment from the Argentine production facility. In accordance with the terms of sale, the final sales price to the first unaffiliated U.S. customer for all WGJC from Argentina exported directly, or indirectly through a third country, to the United States shall include all relevant movement and handling expenses beyond the point of departure from the Argentine production facility (*e.g.*, in Mendoza or San Juan, Argentina) and in excess of the Reference Prices, *i.e.*, the Ex Works, Argentina, price.

The parties agree to the following formulae for the conversions between metric tons and gallons:

- 1 metric ton (MT) of 65-68 Brix WGJC = 198 gallons
- 1 gallon of 65-68 Brix WGJC = 0.00505 MT

Additional product types within the scope of the merchandise covered by this AD Agreement (*see* Section I, “Product Coverage”) may be added to the AD Agreement. Signatories may request that Commerce add a new product type and corresponding Reference Price by filing a written public request on the official record of the AD Agreement. Within 10 days of the filing of the request, interested parties may comment on the requested product type, including whether the product type is within the scope of the merchandise covered by this AD Agreement and the appropriate Reference Price that should apply to the new product type. Commerce will consider such requests for new product types and issue a determination in a timely manner. Additional product types and the corresponding Reference Prices would apply to U.S. sales of all Signatories going forward.

Adjustment Mechanism

The Reference Price(s) may be adjusted via the following mechanism:

Consultations on revisions to the Reference Prices may only occur after March 31, 2024, and pursuant to Operations Consultations requested by Commerce or the Signatories, collectively, under Section VII.E.2. Further, such consultations may be requested only if exports of WGJC from Argentina to the United States are equal to 100 percent of the Export Limit¹³ by the end of

¹² The Reference Price for Standard WGJC shall apply also to WGJC sold as “de-ionized,” provided that the de-ionized WGJC does not qualify as either Organic or Kosher. In the latter cases, the Reference Price applicable to the relevant qualification (Organic or Kosher) applies.

¹³ “Export Limit” is defined in Section II.G of the Agreement Suspending the Countervailing Duty Investigation on White Grape Juice Concentrate from Argentina (CVD Agreement).

March in the Annual Export Limit Period,¹⁴ as reported by the Government of Argentina to Commerce 60 days following the end of March.¹⁵ If requested, such consultations shall be completed within 10 days, followed by Commerce's disclosure of any preliminary revised Reference Prices and any relevant calculation methodology to interested parties, with an opportunity to comment provided thereafter. Commerce will normally issue any final revised Reference Prices within 30 days of a request for consultations. However, if needed and with good cause, Commerce may extend these consultation deadlines.

If any extenuating circumstances occur in the U.S. market for WGJC, Commerce may, at its discretion, request consultations on revisions to the Reference Prices at any time pursuant to Section VII.E.2.

¹⁴ "Annual Export Limit Period" is defined in Section II.H of the CVD Agreement.

¹⁵ See Section VIII.B.2 of the CVD Agreement.

APPENDIX II – Agreement Suspending the Antidumping Duty Investigation on White Grape Juice Concentrate from Argentina – Analysis of Prices at Less Than Fair Value

A. Normal Value

The cost or price information reported to Commerce that will form the basis of the normal value (NV) calculations for purposes of the AD Agreement must be comprehensive in nature and based on a reliable accounting system (*e.g.*, a system based on well-established standards and can be tied either to the audited financial statements or to the tax return filed with the Argentine government).

1. Based on Sales Prices in the Comparison Market¹⁶

When Commerce bases NV on sales prices, such prices will be the prices at which the foreign like product is first sold for consumption in the comparison market in the usual commercial quantities and in the ordinary course of trade. Also, to the extent practicable, the comparison shall be made at the same level of trade as the export price (EP) or constructed export price (CEP).

Calculation of NV:

Gross Unit Price

+/- Billing Adjustments

- Movement Expenses

- Discounts and Rebates

- Direct Selling Expenses

- Commissions

- Comparison Market Packing Expenses

= Normal Value (NV)

2. Constructed Value

When NV is based on constructed value (CV), Commerce will compute CVs, as appropriate, based on the sum of each respondent's costs, plus amounts for selling, general and administrative expenses (SG&A), U.S. packing costs, and profit. Commerce will collect this cost data in order to determine the accurate per-unit CV.

Calculation of CV:

+ Direct Materials

+ Direct Labor

+ Variable Factory Overhead

+ Fixed Factory Overhead

= Cost of Manufacturing

+ G&A Expenses

+ Financial Expenses

= Cost of Production

+ Selling Expenses*

+ Profit*

+ U.S. Packing

= Constructed Value (CV)

¹⁶ Typically, the “comparison market” would be the home market (*i.e.* Argentina). It could also be a Third-Country market if the home market is not viable under section 773 of the Act and 19 CFR 351.404.

*Selling expenses and profit are typically based on comparison market sales of the foreign like product made in the ordinary course of trade. G&A expenses are typically based on the experience of the respondent producer. Selling Expenses include movement expenses.

B. Export Price and Constructed Export Price

EP and CEP refer to the two types of calculated prices for merchandise imported into the United States. Both EP and CEP are based on the price at which the subject merchandise is first sold to a person not affiliated with the foreign producer or exporter.

Calculation of EP:

Gross Unit Price
- Movement Expenses
- Discounts and Rebates
+/-Billing Adjustments
+Packing Expenses
+Rebated Import Duties
= Export Price (EP)

Calculation of CEP:

Gross Unit Price
- Movement Expenses
- Discounts and Rebates
+/- Billing Adjustments
- Direct Selling Expenses
- Indirect Selling Expenses that relate to commercial activity in the United States
- Cost of any further manufacture or assembly incurred in the United States
- CEP Profit
+ Rebated Import Duties
- Commissions
= Constructed Export Price (CEP)

C. Fair Comparisons

To ensure that a fair comparison with EP or CEP is made, Commerce will make adjustments to NV. Commerce will adjust for physical differences between the merchandise sold in the United States and the merchandise sold in the comparison market. For EP sales, Commerce will add in U.S. direct selling expenses, U.S. commissions,¹⁷ and packing expenses. For CEP sales, Commerce will subtract the amount of the CEP offset, if warranted, and add in U.S. packing expenses.

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¹⁷ If there are not commissions in both markets, then Commerce will apply a commission offset.